REMARKS/ARGUMENTS

I. STATUS OF CLAIMS

Claims 1-14 and 21-34 remain in this application. Claims 1, 8, 21, and 28 have been amended.

II. CLAIM REJECTIONS – 35 U.S.C. § 103

The Final Office Action rejected Claims 1-14 and 21-34 under 35 U.S.C. § 103(a) as being unpatentable over Chauhan (hereinafter "Chauhan") U.S. Patent No. 6,115,752 in view of Scharber (hereinafter "Scharber") U.S. Patent No. 6,542,964, and in further view of Lin et al. (hereinafter "Lin") 2001/0052015. The rejection is respectfully traversed.

Claim 1 has been amended to clarify the claimed invention and appears as follows:

> 1. A method, comprising:
> receiving a request from a user for a web page at a first web address, the first web address including a hostname;
> determining traffic loads of a plurality of mirrored customer web servers among a customer's plurality of web servers, each of the customer web servers storing the web page;
> determining a customer web server from the plurality of mirrored customer web servers that is appropriate for the request, the customer web server having a traffic load lower than traffic loads of remaining customer web servers from the plurality of mirrored customer web servers;
> determining an IP address of the customer web server;
> directing the request from the user to the customer web server;
> receiving a request from the user for static content on the web page at a second web address, the second web address including the hostname;
> determining service metrics of caching servers in a network of caching servers different from the customer's plurality of web servers;
> wherein a customer pays a fee to a service for use of the network of caching servers storing static content for the customer;
> determining a caching server from the network of caching servers that is appropriate for the request for static content, the caching server having

service metrics better than service metrics of remaining caching servers from the network of caching servers;

retrieving the static content from the caching server; and

providing the static content to the user.

The Office Action has ignored the actual wording of the claims. The Office Action has confused the cited "user" with the cited "customer" in Claim 1. Claim 1 clearly defines the two entities as:

1) The **user** is mentioned in the following claim limitations:

- receiving a request from a **user** for a web page at a first web address, the first web address including a hostname
- directing the request from the **user** to the customer web server
- receiving a request from the **user** for static content on the web page at a second web address, the second web address including the hostname
- providing the static content to the **user**

1) The **customer** is mentioned in the following claim limitations:

- determining traffic loads of a plurality of mirrored **customer** web servers among a **customer's** plurality of web servers, each of the **customer** web servers storing the web page
- determining a **customer** web server from the plurality of mirrored **customer** web servers that is appropriate for the request, the **customer** web server having a traffic load lower than traffic loads of remaining **customer** web servers from the plurality of mirrored **customer** web servers
- determining an IP address of the **customer** web server
- directing the request from the user to the **customer** web server

- wherein a **customer** pays a fee to a service for use of the network of caching servers storing static content for the **customer**

It is clear from Claim 1 that the user is a different entity than the customer:

- The user makes requests for a web page and static content on the web page; the customer does not.
- The user does not have a plurality of web servers; the customer does (**customer's** plurality of web servers).
- The **customer** pays a fee to a service for use of the network of caching servers storing static content for the **customer**; the user does not.

The Office Action cites Lin as teaching "receiving compensation for use of cache servers (at least paragraphs 19-20)". However, this citation demonstrates that the Office Action has confused the cited "user" and "customer" in the claims. Lin clearly teaches that a user (client) pays an ISP for access to the Internet. Lin uses the example of AT&T and AOL serving clients whereby the clients are provided access to the Internet in exchange for a monthly fee. This is clearly different than what is cited in Claims 1, 8, 21, and 28. The client in Lin is at the "user" level as cited in Claims 1, 8, 21, and 28. Lin's client does not have its own web servers. The Office Action has confused Lin's assignment of a client to a cache server with the cited elements concerning a customer's own network of web servers. Further, Lin's user does not pay a fee to a service for use of a network of caching servers to store static content for the user. Lin makes no such disclosure. It is unclear how the Office Action makes this comparison.

Lin in paragraphs 19 and 20 states (emphasis added):

> "[0019] The set-up phase can also be broken into two portions. The first is assigning cache servers to serve specific clients (not necessarily a static

assignment), and the second is conditioning the network to insure that appropriate cache servers receive the needed information. Illustratively, FIG. 1 shows a portion of the Internet network where an Internet Service Provider (ISP), e.g., AT&T, or America on Line, owns routers 102, 105, 106 and 107, and where the shown clients (other than the corporate network clients) are served by that ISP. **That is, these clients have an agreement with the ISP whereby the clients are provided access to the Internet in exchange for a monthly fee.** Illustratively, the ISP has chosen to connect a cache server to three of the four routers (excluding router 102), and through these cache servers the ISP provides its clients with the enhanced push-pull service disclosed herein (as well as other caching services). Presumably, the ISP has made arrangements with either its clients or with the provider that owns host 10 for some extra compensation for use of its cache servers.

[0020] When a client, for example client 401, wishes to subscribe to a push-pull service offered by the provider that owns host 10, the client informs its ISP of this desire and causes the ISP to assign the client to a cache server. This is done, for example, by installing one or more entries in the DNS (Domain Name System) that is assigned to the client, which resolve, for this client, the Internet address of host 10 to that of different cache servers in the vicinity of the client. That address might even be the address of a cache server that is co-located with the node of the ISP to which the client dials in. In such a case, the cache server is at the ultimate periphery of the Internet network vis-a-vis the client. In the illustrative example of FIG. 1, the ISP might select cache server 301 as the cache server for client 401. It should be noted that such an assignment need not be permanent, or static. For various reasons, such as load balancing, the association of a client to a cache server can be changed (e.g., by simply modifying the appropriate entry in the client's DNS). Obviously, given a choice of two equally loaded cache servers, the server that is advantageously selected is the one that least loads the Internet network."

Lin clearly states "whereby the clients are provided access to the Internet in exchange for a monthly fee". It is clear that Lin does not teach or disclose wherein a customer pays a fee to a service for use of the network of caching servers storing static content for the customer as cited in Claims 1, 8, 21, and 28.

Applicant notes that the Office Action has ignored the actual wording of the claim. This is demonstrated in the Office Action's statement that "Lin clearly teaches receiving compensation for use of cache servers". The actual wording of the claim feature is "wherein a customer pays a fee to a service for use of the network of caching servers storing static content for the customer". The Office Action has ignored the

wording of the claim and reduced the claim feature to "receiving compensation for use of cache servers". This is not what is cited in the claim.

> "All words in a claim must be considered in judging the patentability of that claim against the prior art." *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970)(MPEP 2143.03).

Further, Chauhan does not teach or disclose a system that determines service metrics of caching servers in a network of caching servers different from the customer's plurality of web servers as cited in Claims 1, 8, 21, and 28. The Office Action groups the customer's plurality of web servers with the network of caching servers, however, this is an incorrect interpretation of the wording of Claims 1, 8, 21, and 28. The Office Action points to Chauhan as teaching such as system, however, Chauhan only discusses a set of mirrored servers which is clearly differentiated from the plurality of mirrored customer web servers among a customer's plurality of web servers and the network of caching servers as cited in Claims 1, 8, 21, and 28. Chauhan does not contemplate what the Office Action states.

Applicant notes that the Advisory Action states:

> "Further, the user and customer are never differentiated as necessarily being different from one another, as the user could become a customer once they pay a fee."

However, the Advisory Action's statement ignores the Applicant's discussion that the user as disclosed in Lin, Chauhan, and Scharber are not disclosed as having their own servers, buy rather as individual users accessing a network via a personal computer. These users are not characterized as having their own servers, nor could they given the descriptions in the cited references. Therefore, the Advisory Action's statement further demonstrates that the claim language is being ignored.

Therefore, Chauhan in view of Scharber and in further view of Lin does not teach

or disclose the invention as claimed.

Claims 1 and 8 are allowable. Claims 21 and 28 are apparatus claims of Claims 1 and 8, respectively, and are similarly allowable. Claims 2-7, and 9-14 are dependent upon independent Claims 1 and 8, respectively. Claims 22-27, and 29-34 are dependent upon independent Claims 21 and 28, respectively. Therefore, Applicant respectfully requests that the Examiner withdraw the rejection under 35 U.S.C. §103(a).

III. CONCLUSIONS & MISCELLANEOUS

Applicants respectfully request that a timely Notice of Allowance be issued in this case.

Applicants believe that all issues raised in the Office Action have been addressed and that allowance of the pending claims is appropriate.

The Examiner is invited to telephone the undersigned at (408) 414-1214 to discuss any issue that may advance prosecution.

To the extent necessary, Applicants petition for an extension of time under 37 C.F.R. § 1.136. The Commissioner is authorized to charge any fee that may be due in connection with this Reply to our Deposit Account No. 50-1302.

Respectfully submitted,
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